

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

KELLY SERVICES INC.,
Plaintiff,

vs.

SHIVANI JAIN,
Defendant.

CASE NO. C 09-03100 (PJH)

STIPULATED INJUNCTION ORDER

The parties having stipulated to the relief set forth below, and the Court being otherwise duly advised in the premises;

IT IS ORDERED THAT:

- (1) Defendant Shivani Jain (“Jain”) is enjoined, directly or indirectly, from:
 - (a) Using or disclosing any of Kelly Services, Inc.’s (“Kelly”) confidential, proprietary, or trade secret information or property, which includes Kelly’s customer lists and leads (including names, addresses, and identities of customers who placed job orders with Kelly), applicant/candidate information (including names, addresses, and identities), operational procedures, marketing and sales strategies and practices, pricing and contractual details for customers, customer profits, bill rates, mark-ups, margins, recruiting plans and strategies, and recruiting sources; and
 - (b) Soliciting any Kelly customer who listed a job order with Kelly within a period of 180 days prior to Jain’s separation (which occurred November 12, 2008), consistent with Cal. Bus. & Prof. Code § 16607, until February 28, 2010. For purposes of this paragraph, Kelly customers will be set forth in a customer list (the “Customer List”) that will be provided to counsel for Jain. This list shall be treated as “confidential – attorneys’ eyes only.” No other

third-party shall be shown the list and no copies shall be made of it in any form. Before Jain undertakes any solicitation, or participates in the solicitation, of any individual or entity before February 28, 2010, and she has a good faith concern that such entity may be on the list, she shall contact her counsel and provide the name of the individual or entity. Jain's counsel shall determine whether the individual or entity is identified on the Customer List and shall only inform Jain whether that particular customer appears on the Customer List. In the event that there is a match between the identity of Jain's potential customer and a Kelly customer, then Jain shall not, directly or indirectly, solicit that customer. After February 28, 2010, counsel for Jain agrees to destroy the Customer List in her possession.

(2) Jain represents and warrants that she has no Kelly information, documents or property in her possession and to the extent she had any such information, documents or property, she has returned same to Kelly's counsel. Jain further represents and warrants that she has not disclosed any Kelly information, documents or property, including, without limitation, any Kelly confidential information or trade secrets, to any person or entity, including, without limitation, to Momentech Consulting.

(3) Should Jain violate this Order, in addition to all other monetary and injunctive remedies available to Kelly, Jain shall pay all costs and reasonable attorney fees incurred by Kelly as a result of Jain's violations.

(4) This Order shall remain in effect through February 28, 2010, after which it is dissolved, expires and terminates and shall have no further force or effect. The Court shall retain jurisdiction of this matter to enforce the terms of this Order through February 28, 2010.

IT IS SO ORDERED.

Dated: 9/22/09

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1 Stipulated as to form and substance:

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